5-12-8.
1160/9155

FILE BOX 45

IN THE FOURTH CIRCUIT COURT FOR NASHVILLE, DAVIDSON COUNTY, TENNESSEE

VIRGIL CORDELL CLARK)
)
PLAINTIFF)
)
VS.) No. 97849
)
PATRICIA L. JOHNSON CLARK)
)
DEFENDANT)

Davidson County DEEDDIV
Recvd: 11/10/03 13:08 5pgs
Fees:27.00 Taxes:0.00
20031110-0164430

FINAL DECREE

This cause came on to be heard on this, the 11th day of March, 1980, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Original Petition for an Absolute Divorce filed by the Complainant, Virgil Cordell Clark.

The Defendant having filed an answer to the Original Bill within the time prescribed by law and the matter being set for hearing on the Contested Docket the 11th day of March, 1980.

The Defendant was represented by the Honorable Dennis Wright, who appeared in Open Court and stated that the Defendant, Patricia L. Johnson Clark, wished to withdraw her answer to the Original Petition that she had previously filed and requested that the Court proceed in this Cause as an Uncontested Divorce. Mr. Wright further stated to the Court that the parties had reached an equitable division of their property rights which should be submitted for the approval of the Court and which was to be incorporated into the Final Decree.

The Court then allowed the Cause to proceed uncontested and upon testamony of the Complainant, statement of Counsel and upon the entire record, the Court finds that:

IRRECONCILABLE DIFFERENCES EXIST BETWEEN THE COMPLAINANT AND THE DEFENDANT.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED:

That the Complainant, Virgil Cordell Clark be, and he is hereby awarded an Absolute Divorce from the Defendant, Patricia L. Johnson

Clark, and is restored to all the rights and privileges of an unmarried person.

IT IS FARTHER ORDERED that the Property Settlement Agreement, attached hereto. between the parties as evidenced by their signatures thereto be made a part of the Final Decree in ~~this~~ Cause

IT IS FARTHER ORDERED that the Complainant is to pay the cost of this Cause. for which execution may issue if the ~~same~~ should become necessary.

Judge

V- 12-80

OKAY FOR ENTRY

Alfred T. Levine. Jr.
Attorney for Plaintiff
Virgil Cordell Clark

and

Dennis Wright
Attorney for Defendant
Patricia L. Johnson Clark

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered in this ____ day of April, 1980, by and between Patricia Johnson Clark, hereinafter referred to as "Wife," and Virgil Cordell Clark, hereinafter referred to as "Husband," both residents of Davidson County, Tennessee.

WITNESSETH:

WHEREAS the parties hereto were married on May 27, 1975, and no children were born to their marriage.

WHEREAS the Husband has instituted divorce proceedings against the Wife seeking an absolute divorce in the Fourth Circuit Court of Davidson County, Tennessee, being Civil Action Number 97849; and

WHEREAS the parties have acquired certain real and personal property and they desire to enter into an agreement respecting the rights, title, and interest in such property; and

WHEREAS the parties now desire to clarify, amplify, and make more specific their respective rights and obligations.

NOW THEREFORE, in consideration of the premises and other good and valuable considerations, it is mutually understood and agreed by and between the Wife and the Husband as follows:

1. That certain irreconcilable differences have arisen between the parties since their marriage, and they now live separate and apart from each other and neither shall harass or interfere with the other in any manner or in any way.

2. The parties have heretofore divided their household goods and furnishings and each shall own those items now in their respective possession free from the claim of the other.

3. All rights, title, and interest of the husband in and to the real property located at 3802 Oxford Street, Nashville, Davidson County, Tennessee, shall be divested out of him and vested in the wife and the husband shall be responsible for the payment of the monthly installments on the note secured by a deed of trust on such property,** provided however, the wife shall immediately list such property with a real estate broker of her choice and she will not refuse any contract for the purchase of such property for $45,000.00 or more. Upon sale of such property the husbands obligation to make such monthly payments shall cease.

** Said monthly payments to commence on April 1, 1980, and continue for a period not to exceed six (6) months. Commencing on October 1, 1980, the monthly payments are the obligation of Patricia Johnson Clark.

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4. The Wife shall receive the 1973 Cadillac free from any claim by the husband, subject to the indebtedness thereon.

5. The Wife agrees to pay the amounts owing to Blayer Financial Services, Beneficial Finance, Hewgley Music, and Credithrift (on the 1973 Cadillac mentioned in paragraph 4, above). The husband agrees to pay the remainder of the parties' debts.

6. The Husband agrees to pay all Court costs in the divorce proceedings.

IN WITNESS WHEREOF the parties have executed this agreement on the day and date first above written, at Nashville, Tennessee.

WITNESS

Patricia Johnson Clark
PATRICIA JOHNSON CLARK

WITNESS

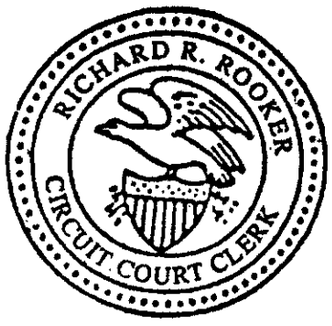
Virgil Cordell Clark
VIRGIL CORDELL CLARK

STATE OF TENNESSEE

I, **RICHARD R. ROOKER,** Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 12 day of MAY , 1980 , in the Case Number 97849 between CLARK, VIRGIL CORDELL Plaintiff, and CLARK, PATRICIA L Defendant, as same remains of record in Vol. 116C , Page 2155 of the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 28 day of OCTOBER in the year two thousand three and in the 227th year of American Independence.

SEAL



RICHARD R. ROOKER, Clerk,

By S. Wheeler
Deputy Clerk